

OMB No. 1124-0006; Expires May 31, 2020

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Williams & Connolly LLP 725 Twelfth Street, NW Washington, DC 20005		2. Registration No.  6711						
3. Name of Foreign Principal Kanbawza Bank Limited (aka "KBZ Bank")	4. Principal Address of Foreign Principal No.(615/1), Pyay Road, Kamayut Township, Yangon, Myanmar							
5. Indicate whether your foreign principal is one of the following:								
<input type="checkbox"/> Government of a foreign country <sup>1</sup> <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table border="0"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input checked="" type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input type="checkbox"/> Other (specify) _____</td> </tr> </table>			<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee							
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group							
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____							
<input type="checkbox"/> Individual-State nationality _____								
6. If the foreign principal is a foreign government, state:								
a) Branch or agency represented by the registrant Not Applicable								
b) Name and title of official with whom registrant deals Not Applicable								
7. If the foreign principal is a foreign political party, state:								
a) Principal address Not Applicable								
b) Name and title of official with whom registrant deals Not Applicable								
c) Principal aim Not Applicable								

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign *de facto* or *de jure* political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign *de facto* or *de jure* authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

## 8. If the foreign principal is not a foreign government or a foreign political party:

## a) State the nature of the business or activity of this foreign principal.

Kanbawza Bank is a private commercial Myanmar bank. The bank participates in typical financial and banking activities in Southeast Asia.

## b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

Kanbawza Bank is owned by five Myanmar citizens (whose names are disclosed in the response to Question 10) and who finance the company. Moreover, the corporation is directed by the six directors on its Board of Directors (whose names are disclosed in the response to Question 10), all of whom are Myanmar citizens. The owners and directors also "control" the bank's activities.


In addition, the bank is supervised by the Central Bank of Myanmar, which is a Myanmar government institution. This institution is the Myanmar regulator that supervises the banking activities of the country.

## 10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

The bank is owned by five natural persons: (1) Mr. Aung Ko Win; (2) Ms. Nan Than Htwe; (3) Ms. Nang Lang Kham; (4) Ms. Nang Kham Nong; and (5) Ms. Nang Mo Hom. Its Board of Directors, which controls the bank, consists of six directors and include: (1) Mr. Mya Than; (2) Ms. Nan Than Htwe; (3) Mr. Maung Maung; (4) Ms. Nang Lang Kham; (5) Mr. San Thein; and (6) Mr. Win Maung.

## EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
8/23/19	David D. Aufhauser, Partner	

OMB No. 1124-0004; Expires May 31, 2020

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement**  
**Pursuant to the Foreign Agents Registration Act of**  
**1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Williams & Connolly LLP	2. Registration No. 6711
--	-----------------------------

3. Name of Foreign Principal  
Kanbawza Bank Limited (aka "KBZ Bank")

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

In order to complete this engagement, Registrant anticipates conducting a factfinding investigation, preparing a report summarizing its findings, and appearing in any U.S.-based litigation or regulatory enforcement. In addition, W&C may potentially share or present its findings to certain U.S. government officials, Congress, the United Nations, or U.S. news media and international media.

## 8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Providing legal services and advice to Kanbawza Bank in connection with potential US legal issues and sanctions matters, which may arise out of an August 5, 2019 UN Human Rights Council Report on Myanmar. Additional services will potentially include providing advice regarding legal consequences of the report, providing advice on lobbying and public relations issues related to the representation, lobbying U.S. government officials in the Executive Branch, Congress, and/or the United Nations, and discussing the matter with U.S. or international media organizations.


9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

W&C will engage in the activities specified in Question 8. Those activities will be taken to assist KBZ Bank in fully educating U.S. government officials, lawmakers, and media entities as to its activities and role within Myanmar and any facts or context omitted from the UN Report. It may also engage with the United Nations in a similar fashion.

## EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
8/23/19	David D. Aufhauser, Partner	

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

LAW OFFICES

**WILLIAMS & CONNOLLY LLP**

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EDWARD BENNETT WILLIAMS (1920-1988)  
PAUL R. CONNOLLY (1922-1978)

August 13, 2019

**PRIVILEGED & CONFIDENTIAL**

Via Email

Michael DeNoma  
CEO  
KBZ Bank  
Yangon, Myanmar

**Agreement for Provision of Legal Services**

Dear Mr. DeNoma:

Under this agreement, Williams & Connolly LLP (“we” or “W&C”) will undertake to provide legal services to KBZ Bank (“you” or “the Bank”). We appreciate the opportunity to represent you. This agreement establishes the terms of our representation. Please review the terms of this agreement carefully, and please do not hesitate to contact me if you have any questions.

**Scope of the Representation**

Williams & Connolly LLP will provide legal services to you in connection with potential US legal issues and sanctions matters which may arise out of an August 5, 2019 UN Human Rights Council Report on Myanmar.

The attorney-client relationship is limited to representing you, and only you, in connection with the specific matter described above. We do not agree to represent, and we do not owe any duty to, any other persons or entities, including affiliates, owners, investors, directors, officers, partners, employees, insurers, third-party payors, indemnitors, or any other persons or entities in which you have an interest, which have an interest in you, or to which you owe any duty. There are no third-party beneficiaries to this engagement.

You agree that your relationships with any of the other persons or entities listed above cannot create a conflict of interests for us. You also agree that, if any such person or entity asserts the existence of a conflict of interests because of any such relationship, you hereby waive that conflict and, if necessary, promise to secure a waiver of the conflict from the relevant person or entity.



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This representation does not extend to providing business advice, including advice about any business implications of this representation. In addition, this representation does not extend to providing advice or information related to securities regulation by the United States or any State; corporate transactions or diligence; financial disclosures; or accounting for loss contingencies (other than responding to requests for information as permitted by the American Bar Association's Statement of Policy). It is further agreed that this representation does not include services related to insurance coverage issues or disputes, including such matters as deductibles, exclusions, scope of insurance, reservation of rights, etc. Nor does the representation create any attorney-client relationship with, or duty to any, insurance carrier. For example, it is agreed that we are permitted to be directly adverse to insurance carriers in matters not the same or substantially related to this matter. At the same time, it is important that you explore all possible sources of insurance to determine availability.

### **Fees and Expenses**

You agree to remit a retainer of \$250,000. The retainer will be held in a trust account and drawn down upon if timely payment of fees and expense is not made. If a need to draw down on the retainer arises, you agree to replenish the account within thirty days of notice thereof.

You agree to pay for our services at our normal hourly rates in one-tenth-hour increments. The rate for myself and David Zinn is \$965 per hour; for Joanna Evans, \$620 per hour; and for Connor Winn, \$535 per hour. The rates for discovery attorneys, contract attorneys, and contract law clerks range from \$255.00 to \$315.00; the rates for paralegals range from \$225.00 to \$375.00, and the rates for other litigation support and research personnel range from \$305.00 to \$560.00. You agree to pay for all our time devoted to the representation, including travel time. We adjust our normal hourly rates each January, and you agree to be bound by those adjustments, which will be reflected on our statement for January legal services.

You also agree to pay for our expenses incurred in the course of the representation, including the costs of travel, local counsel, investigators, accountants, consultants, expert witnesses, litigation support vendors, technology providers, court reporting services, messengers, copying, printing as a substitute for copying, telephone and video conferencing, court costs, filing fees, and extraordinary storage requirements. We reserve the right to have you pay directly any invoices from third parties for expenses in excess of \$5,000. Because of the importance of prompt payment to vendors supporting your legal services, you agree to pay these invoices within 21 days of receipt. In addition, if you or we determine that you should engage third parties to assist us in rendering legal services, you will engage and compensate them directly. While we may advise you regarding the documentation of such engagements, we will not be a party to them.

We will forward a confidential statement that will describe our services and list expenses. Payment is due within 30 days. To enable us to answer your billing questions accurately, you agree that you will ask any such questions within 30 days of receipt of our statements. Any questions or disputes regarding a portion of a billing statement shall not be cause for withholding

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payment on the remaining portion due. Amounts not paid within 30 days will carry interest at the annual rate of five percent, compounded monthly.

Although for your convenience we may provide estimates of fees or expenses, any such estimate is subject to the vagaries of litigation or transactional processes and is necessarily inexact. As a result, you agree that we are not bound by such estimates.

### **Cooperation and Use of Technology**

You will cooperate fully with us and will promptly provide any information that we request or that could be related in any way to this matter. You also agree to locate and preserve all such information, including in electronic form. You acknowledge that we and you will use electronic devices and Internet services to communicate, research, and transmit or access documents and information. The use of such technology poses risks to confidentiality, including the risk of interception by government organizations or others. You acknowledge those risks and consent to the use of such technology. Please do not communicate with us using computers, other electronic devices, or wireless networks that are controlled or may be accessed by others, and please do not communicate with us over social media or via joint e-mail accounts. In addition, please limit access to your communications with us to those who require access for purposes of your legal interests. W&C has been assessed and certified by an independent and accredited certification firm as compliant with the information security management system requirements in ISO/IEC 27001:2013 published by the International Organization for Standardization and the International Electrotechnical Commission.

### **Privacy and Data Protection**

We use information you provide to us for the provision of legal services to you and for related purposes, including legal and regulatory compliance and law practice management. Our use of your information is subject to your instructions, our confidentiality duty, and data protection laws. Please note that our work for you may require us to transfer your information to opposing parties, co-parties, and non-parties such as lawyers, other professional advisers, and expert witnesses who may be aligned with, or adverse to, your interests. We also may need to disclose your information to service providers such as information or document processors.

You may have a right of access under data protection laws to your personal data. To help us maintain accurate data, please let us know if your information needs to be corrected or updated.

If you send us personal data about anyone other than yourself, please ensure that you have received appropriate consents and notices enabling you to transfer that data to us.

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**Conflicts of Interests  
and  
Limits of the Attorney-Client Relationship**

As a law firm that litigates cases and handles matters across the nation for a wide range of entities and individuals, it is necessary for us to seek your consent to our representation of other clients, both current and future, that may be your adversaries in other litigation; business competitors or counterparties; or otherwise adverse to your interests. Because many of our clients interact with other clients of our firm in many different respects, we often are in a position to undertake new matters only because our clients have consented to and waived any conflict regarding, the representation.

As a result, we seek certain consents and waivers of present or future conflicts from our clients, and those terms are set out below. Importantly, the following terms do not allow us in the future to initiate primary litigation or to assert primary claims against you during our attorney-client relationship (except when you are a member of a class or large group or when certain joint representations conclude). In addition, and except as documented regarding a joint representation, even after the conclusion of our representation, the following terms would not permit us to be adverse to you in a matter substantially related to this matter.

*Representations in future matters.* You agree and consent to our future representation of other clients who have legal, financial, business, or other interests directly or indirectly adverse to yours, as long as the matter in which we represent them is not the same matter in which we represent you or substantially related to it. Thus, for example, we will be permitted to defend another client in a lawsuit or claim that you or others bring against it. We also will be permitted to pursue counterclaims, cross-claims, or third-party claims against you or others in any matter; to pursue or defend against sanctions requests; to provide advice adverse to your interests; take discovery from you, including as discussed in the next paragraph; and take other action adverse to your interests.

*Discovery.* Because of the nature of litigation, we are often required to seek discovery from third parties, occasionally including our own clients. Similarly, your lawyers in other matters may seek discovery from one or more of our other clients. In those circumstances, you agree to our pursuing or responding to such discovery, including issuing and enforcing document requests and subpoenas; taking and defending depositions or other testimony; cross-examining witnesses including yourself others; and moving to quash subpoenas and sanctions requests.

*Positional conflicts.* We will not advocate a position that is in conflict with your position in this matter before the judge, judicial panel, or other decision-maker having jurisdiction over this matter. In view of the fact that we litigate across the nation for a wide range of clients, however, you agree that we are permitted to undertake advocacy in other matters for other clients or positions, including a position that you may believe is adverse to your interests or position in this matter, as long as we are not doing so before the same judge, judicial panel, or other decision-maker having jurisdiction over this matter.



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*Class actions and other mass litigation.* Class actions or cases involving groups of plaintiffs or defendants often raise conflict issues, and we seek your agreement that they do not present the type of conflict that would disqualify us from involvement on the opposite side from you. Thus, you agree that we may be directly adverse to you, including in prosecuting or defending litigation, in the event that you become a member of a litigation class or a member of a group of ten or more plaintiffs or defendants who are adverse to our clients. You waive any conflict of interests that might arise in such a situation, as long as the matter is not the same matter in which we represent you or substantially related to it.

*Transactional and advisory representations.* You also agree and consent to our representing clients in transactional and advisory matters in which we could take action that you may regard as adverse to your interests, including bargaining or drafting transaction terms; imposing legal obligations on you or others; seeking or obtaining regulatory or government approvals; and giving advice to other clients.

*Representations of professionals and advisers.* We represent a wide range of law firms, accounting firms, and other professionals and advisers. You consent to our representation of those professionals and advisers, even if they represent or advise the adverse party in this matter or a substantially related matter and even if they otherwise have or represent interests that are adverse to yours.

*Representations adverse to third parties.* We are permitted to undertake representation of any kind in matters not substantially related to this matter even if our client(s) in such matters may be adverse in any respect (including in this matter) to you.

*Mergers and acquisitions.* Mergers and acquisitions involving clients, opposing parties, or law firms sometimes create new conflicts of interests for existing attorney-client relationships. You agree that any such mergers or acquisitions will not create an attorney-client relationship with any other person beyond those listed above and in addition will not disturb our attorney-client relationship with any other client. You further agree that you will not seek to disqualify us from any matter, or to make any claim against us, based on an alleged conflict arising from a merger or acquisition. In addition, if any person or entity asserts the existence of a conflict of interests following a merger or acquisition, you hereby waive that conflict and, if necessary, promise to secure a waiver of the conflict from the person or entity involved. You agree that the terms of this letter survive any merger or acquisition.

*Disclosure of fact of attorney-client relationship.* To facilitate our compliance with the Rules of Professional Conduct, including to implement conflict of interests checks, we may need to consult with, or to secure a waiver from, our other clients or prospective clients. You agree that we are, and will be, allowed to disclose to each such client or prospective client the fact that we have or have had an attorney-client relationship with you.

*Privileged communications with W&C's in-house counsel.* To facilitate our compliance with the Rules of Professional Conduct and to address our provision of legal services, our lawyers

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sometimes consult with our Ethics Committee or other in-house or outside counsel. You consent to any such consultation even if it might be considered adverse to your interests, and you agree that any such consultation will be deemed privileged and confidential and will not be disclosed to you. You also waive any conflict that may be deemed to exist as a result of such a consultation.

*Confidentiality of information acquired during representation of other clients.* Just as we will maintain confidentiality regarding information that we acquire during our representation of you, as required by the Rules of Professional Conduct, you agree that neither you nor any other person will have any right to access or use information that we acquire during the representation of other clients.

Because this agreement includes waivers of conflicts of interests, we may wish to consult with independent legal counsel before executing it.

#### **Additional Terms of the Representation**

Either you or we may terminate this representation at any time for any reason, subject on our part only to the applicable Rules of Professional Conduct. You agree that, upon conclusion of the representation, we will be entitled to receive any unpaid fees and expenses. Unless terminated earlier, this representation will terminate automatically upon our sending you our last statement reflecting legal services. None of the following will extend the representation: client lists; references on our website or elsewhere; internal accounting records; or subsequent statements sent to collect expenses or unpaid balances. Unless we are engaged in other matters for you, termination of this representation will terminate our attorney-client relationship.

After the conclusion of this matter, you agree to cooperate in any return by W&C of your papers and properties. Because of the expense associated with records storage, you agree that W&C may destroy electronic and hard-copy records concerning the matter without further notice seven years after it has concluded. It is further agreed that we retain the discretion during and after the matter to make decisions about the retention or deletion of electronic and hard-copy records concerning the representation, subject only to the applicable Rules of Professional Conduct. It is also agreed that, at all times, including during any disputes that might relate to the representation, we are permitted routinely to over-write or otherwise destroy information on back-up media and systems and not otherwise to retain duplicates. If you request records concerning the matter or your client file during or after the matter, you agree to pay according to our customary fee schedules for the professional time and expenses for gathering, segregating, and producing those materials to you, and we are permitted to retain copies of such records for our files. Regarding insurers or third-party payers, it is agreed that we will not submit to audits by them. In the event of an audit of accounts or files acceptable to both you and us, it is agreed that you will compensate us at our regular hourly rates for our time and expenses related to the audit. After completion of this matter, changes may occur in the law that could affect your rights or responsibilities. Unless you engage us to provide additional services, you agree that we will not have any continuing obligation to advise you or any other person or entity with respect to future developments. In addition, in the event that we are required by law or agree to undertake any

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post-representation activity related to this representation (such as responding to subpoenas, searching for and producing documents, preparing for testimony and testifying, and performing transition work), you agree to compensate us for our time and expenses at our regular hourly rates.

\* \* \* \* \*

You agree that you have come to the District of Columbia to obtain our legal services; that this agreement is formed in the District of Columbia; that any claim or dispute concerning this engagement or our relationship will be governed by the substantive laws of the District of Columbia, without regard to its conflict-of-law rules; and that the District of Columbia Rules of Professional Conduct, including the District's Rules governing choice of law and conflicts of interests, shall apply to this representation. This letter sets forth the complete terms of the agreement between you and us, and no other promises or representations, except for our discussion about the risks of conflicts, have been made or relied upon in reaching this agreement. This agreement cannot be modified in any way without a writing signed by both you and us, and the agreement's terms, including all consents and waivers, are not revocable during your attorney-client relationship with us.

If you understand and agree to the terms of this agreement, please sign below and return the agreement to me. Please note, however, that your instructing us or continuing to instruct us on this matter constitutes your agreement to and acceptance of the terms of this letter. In addition, we do not agree to the application of outside counsel guidelines or procedures that are inconsistent with the terms of this letter or with our obligations to other clients or prospective clients under the applicable Rules of Professional Conduct. Finally, except as otherwise agreed in writing, the terms of this letter will apply to any ongoing or future engagements by you of W&C.

Again, please do not hesitate to contact me if you have any questions. We look forward to representing you in this matter.

Sincerely,



David D. Aufhauser

UNDERSTOOD AND AGREED:

BY: \_\_\_\_\_

POSITION: \_\_\_\_\_

DATE: \_\_\_\_\_



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post-representation activity related to this representation (such as responding to subpoenas, searching for and producing documents, preparing for testimony and testifying, and performing transition work), you agree to compensate us for our time and expenses at our regular hourly rates.

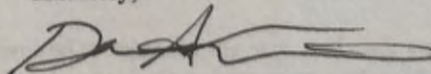
\* \* \* \* \*

You agree that you have come to the District of Columbia to obtain our legal services; that this agreement is formed in the District of Columbia; that any claim or dispute concerning this engagement or our relationship will be governed by the substantive laws of the District of Columbia, without regard to its conflict-of-law rules; and that the District of Columbia Rules of Professional Conduct, including the District's Rules governing choice of law and conflicts of interests, shall apply to this representation. This letter sets forth the complete terms of the agreement between you and us, and no other promises or representations, except for our discussion about the risks of conflicts, have been made or relied upon in reaching this agreement. This agreement cannot be modified in any way without a writing signed by both you and us, and the agreement's terms, including all consents and waivers, are not revocable during your attorney-client relationship with us.

If you understand and agree to the terms of this agreement, please sign below and return the agreement to me. Please note, however, that your instructing us or continuing to instruct us on this matter constitutes your agreement to and acceptance of the terms of this letter. In addition, we do not agree to the application of outside counsel guidelines or procedures that are inconsistent with the terms of this letter or with our obligations to other clients or prospective clients under the applicable Rules of Professional Conduct. Finally, except as otherwise agreed in writing, the terms of this letter will apply to any ongoing or future engagements by you of W&C.

Again, please do not hesitate to contact me if you have any questions. We look forward to representing you in this matter.

Sincerely,



David D. Aufhauser

UNDERSTOOD AND AGREED:

BY: 

POSITION: CEO

DATE: 13 AUGUST 2019